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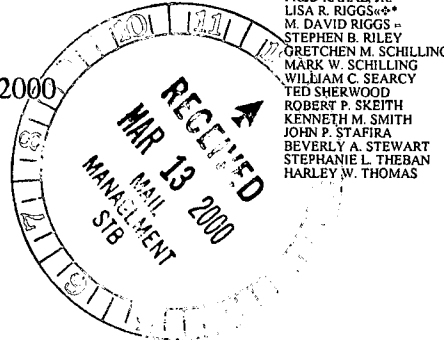
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*Maryland and Oklahoma
**Missouri and Oklahoma
*Nebraska
**New Mexico and Oklahoma
**South Carolina and Oklahoma
*Texas and Oklahoma

March 9, 2000



Secretary
Surface Transportation Board
1925 "K" Street NW, Room 704
Washington, DC 20423

Re: *Recordation of Third Amendment to Real Estate Mortgage and Security Agreement*

Dear Secretary:

I have enclosed one certified copy and one additional copy of the document described below to be recorded pursuant to Section 11301 of § 49 of the U.S. Code.

This document is a Third Amendment to Real Estate Mortgage, a primary document, dated January 5, 2000.

The names and addresses of the parties to the document are as follows:

Mortgagor:
Sand Springs Railway Company
220 N. Jefferson St.
Sand Springs, OK 74063

Mortgagee:
Bank of Oklahoma, N.A.
P.O. Box 2300
Tulsa, OK 74192

RECORDATION NO. 15417-6 FILED

MAR 17 '00 18-30 AM

SURFACE TRANSPORTATION BOARD

A fee of \$26.00 is enclosed. Please return the original and any extra copies not needed by the Board for recordation to Janet Mallow, Riggs, Abney, Neal, Turpen, Orbison, and Lewis, 502 W. Sixth Street, Tulsa, Oklahoma 74119.

Very truly yours,

Janet G. Mallow
FOR THE FIRM

JGM:ks
Enclosures

RECORDATION NO. 15417-6 FILED

THIRD AMENDMENT TO REAL ESTATE MORTGAGE AND SECURITY AGREEMENT MAR 17 '00 18-30 AM

SURFACE TRANSPORTATION BOARD

This Third Amendment to Real Estate Mortgage and Security Agreement is made and entered into as of January 5, 2000, by and between **SAND SPRINGS RAILWAY COMPANY**, an Oklahoma corporation ("Mortgagor"), and **BANK OF OKLAHOMA, NATIONAL ASSOCIATION** ("Mortgagee").

RECITALS

A. Mortgagor and Mortgagee entered into that certain Real Estate Mortgage and Security Agreement dated as of December 10, 1987 ("Mortgage"), pursuant to which Mortgagor granted a mortgage lien on the real property described on Exhibit "A" attached hereto to secure repayment of amounts payable under that certain Credit Agreement dated as of December 10, 1987 by and between Mortgagor and Mortgagee, and under that certain promissory note issued thereunder. The Mortgage was recorded as follows:

Filing Office

County Clerk
Tulsa County, Oklahoma

Secretary of State
State of Oklahoma

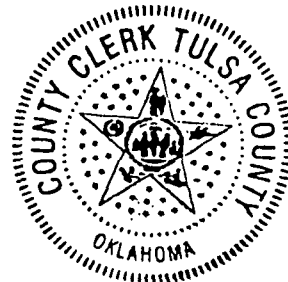
Interstate Commerce Commission

Filing Data

No. 789834
Book 5173, Page 1758

No. 735.2
Vol.87, Page 12022

No. 15417-A



B. Mortgagor and Mortgagee amended the Mortgage as evidenced by an Amendment to Real Estate Mortgage and Security Agreement dated April 23, 1991, which Amendment was recorded as follows:

Filing Office

County Clerk
Tulsa County, Oklahoma

Secretary of State
State of Oklahoma

Interstate Commerce Commission

Filing Data

No. 987150
Book 5318, Page 2394
Recorded May 1, 1991

No. 796
Vol.123, Page 26526
Recorded May 20, 1991

No. 15417-C
Recorded May 21, 1991

TREASURER'S CERTIFICATION

DENNIS SEMLER, Tulsa County Treasurer
Paid 02-24-00 Real Estate Mtg Tax \$ 12.3510 12-17-87 #107808
By: PC Receipt No. 03132
Deputy Treasurer

Riggs Abney law firm
502 W. 6th St
Tulsa OK 74119

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C. Mortgagor and Mortgagee amended the Mortgage as evidenced by a Second Amendment to Real Estate Mortgage and Security Agreement dated July 31, 1996, which Amendment was recorded as follows:

<u>Filing Office</u>	<u>Filing Data</u>
County Clerk Tulsa County, Oklahoma	No. 96083318 Book 5839, Page 0206 Recorded August 23, 1996
Secretary of State State of Oklahoma	No. 828 Vol.140, Page 36597 Recorded September 3, 1996
Interstate Commerce Commission	No. 15417-E Recorded September 25, 1996

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Terminology.

1.1 The term "Note", as used therein, shall mean and include, separately and collectively, those certain promissory notes of even date herewith in the original principal amount of \$1,000,000, and \$2,000,000, payable by Mortgagor to the order of Mortgagee, and the terms "Obligations" and "Secured Indebtedness", as used therein, shall include those Notes.


1.2 The term "Credit Agreement", as used therein, shall mean that certain Second Restated Credit Agreement of even date herewith by and between Mortgagor and Mortgagee.

2. Note. Mortgagor and Mortgagee acknowledge and agree that the Note is an increase and change in form of the promissory note originally described in the Mortgage.

3. Ratification. All terms and conditions of the Mortgage, unless expressly modified hereby, are hereby ratified and confirmed and shall continue in full force and effect, and, to further ratify the Mortgage, Mortgagor does hereby grant, bargain, sell, convey and mortgage unto Mortgagee and grant a security interest to Mortgagee in and to all of Mortgagor's right, title and interest in and to the Collateral, as defined in the Mortgage, to secured the Secured Indebtedness.


"Mortgagor"

SAND SPRINGS RAILWAY COMPANY

By 
Robert W. Ackerman, President

"Mortgagee"

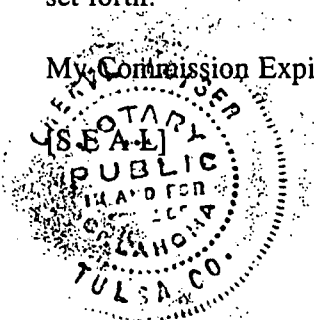
**BANK OF OKLAHOMA, NATIONAL
ASSOCIATION**

By 
Chris T. Young, Assistant Vice President

STATE OF OKLAHOMA)
)ss.
COUNTY OF TULSA)

Before me, a Notary Public in and for this state, on this 5th day of January, 2000, personally appeared Robert W. Ackerman, President of SAND SPRINGS RAILWAY COMPANY, to me known to be the identical person who subscribed and executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed, as President of Sand Springs Railway Company, for the uses and purposes therein set forth.

My Commission Expires: 10-7-00




Notary Public

STATE OF OKLAHOMA)
)ss.
COUNTY OF TULSA)

Before me, a Notary Public in and for this state, on this 5th day of January, 2000, personally appeared Chris T. Young, Assistant Vice President of BANK OF OKLAHOMA, NATIONAL ASSOCIATION, to me known to be the identical person who subscribed and executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed, as Assistant Vice President of Bank of Oklahoma, for the uses and purposes therein set forth.

My Commission Expires: 10-7-00

Cheryl Kaiser
Notary Public

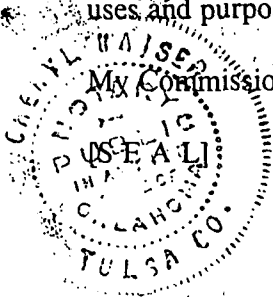


EXHIBIT "A"

(Property Description)

EXHIBIT A

TRACT A:

Part of Section Three (3), Township Nineteen (19) North, Range Twelve (12) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the United States Government Survey thereof, being more particularly described as follows, to-wit:

BEGINNING at a point on the East line of the SW/4 of said Section 3, 1450 feet South of the center of said Section 3; thence in a Southwesterly direction 1968-1/2 feet to a point 1770 feet South and 660 feet East of the Northwest corner of the SW/4 of said Section 3; thence South 66 feet; thence Northeasterly 1968-1/2 feet; thence North 66 feet to the Place of Beginning.

TRACT B:

BEGINNING at a point on the West line of Lot 7 of said Section 3, 108.5 feet South of the Northwest corner of said Lot 7, said point of beginning being a point on a line parallel with and 10 feet perpendicularly distant in a Northwesterly direction from the center line of West Bound Main Track of Sand Springs Railway Company as now located; Thence N 79° 07' E on a straight line parallel with the center line of said West Bound Main Track, a distance of 67.3 feet to end point of curve to the right; Thence Northeasterly, continuing on a line parallel with the center line of said West Bound Main Track, on a curve to the right, the radius of which is 1442.69 feet and of which the central angle is 14° 41', a distance of 369.3 feet to and intersecting a curved line which is parallel to and 38 feet perpendicularly distant in a Northerly direction from the center line of the East Bound Main Track of said Railway Company as now located; Thence Southeasterly on a line parallel to the center line of said East Bound Main Track, on a curve to the right, the radius of which is 993.37 feet and of which the central angle is 11° 40', a distance of 202.3 feet to end point of curve; Thence S 69° 44' E on tangent to end point of last described curve, on a straight line parallel to and 38 feet perpendicularly distant in a Northerly direction from center line of said East Bound Main Track, a distance of 731.9 feet to and intersecting the South prolongation of the East line of said Lot 7, being a point 377.6 feet South of the Northeast corner of said Lot 7; Thence S 0° 01' E on the South prolongation of the East line of said Lot 7, a distance of 61.83 feet to and intersecting a line parallel with and 20 feet perpendicularly distant in a Southerly direction from the center line of said East Bound Main Track as now located; Thence N 69° 44' W on a straight line parallel to the center line of said East Bound Main Track, a distance of 753.3 feet to the end point of curve to the left; Thence Northwesterly, Westerly and Southwesterly, continuing on a line parallel to the center line of said East Bound Main Track, on a curve to the left, the radius of which is 935.37 feet and of which the central angle is 31° 06', a distance of 507.5 feet to end point of curve; Thence S 79° 10' W, on tangent to end point of last described curve, on a straight line continuing parallel to the center line of said East Bound Main Track, a distance of 111.3 feet to and intersecting the West line of said Lot 7; Thence N 0° 01' W on the West line of said Lot 7, a distance of 48.9 feet to the Point of Beginning.